

Accountable Grant Arrangement

Between

The International Initiative for Impact Evaluation (“3ie”) located at 1111 19th Street, W, Suite 700,
Washington, DC 20036, USA

and

[Partner name and address] (“the Partner”)
together called “the Participants”

Project Name: **[Project name]**

Project Number: **[Project number]**

1. In any correspondence with 3ie with regard to this Arrangement, reference must be made to the Project Name and Project Number shown above.

Provision of grant

2. The arrangements and the purpose for which the grant will be used are set out in this Accountable Grant Arrangement, its annexes, including the Call for Proposals and the corresponding proposal, **Technical Proposal** submitted on **[date]**, and budget submitted on **[date]**, collectively referred to as “this Arrangement”.

3. The project to which this Arrangement relates will start on **[start date]** and end on **[end date]** (“Project End Date”) unless terminated earlier. 3ie will make available an amount not exceeding **[amount]**.

The amount of **[XXX]** is expected to be allocated across the years as per schedule below.

FCDO Financial Year

[start date]– [end date]:

**Annual Allocation for administrative
and management costs (£GBP)**

XXX

4. The funding amount is subject to revision and is dependent on the fulfilment of the provisions of this Arrangement, any revisions to budgets, actual expenditure and need and the continuing availability of resources by FCDO to 3ie.

5. The Partner will provide services of the general description contained in Annex 7: Scope of Work.

Status and compliance with the law

6. The Partner is registered as a not-for-profit organisation and has the capacity to comply with the provisions set out in this Arrangement. If not previously provided, the Partner must provide evidence of its status to 3ie. The Partner must notify 3ie immediately if its status changes in any way.

7. The Partner and any person, organisation, company or other third-party representative engaged as part of this project (“Downstream Partners”) will at all times comply with all applicable legislation, regulations and rules both in the countries they are registered and operating in. All Partners will comply with their reporting obligations to relevant national and international bodies such as the Charity Commission for England and Wales.

Prevailing language and amendments

8. In the event of translation, the English text of this document will prevail.

9. Any amendments to this Arrangement will be set out in writing and approved through 3ie’s standard amendment letter or, where appropriate, a revised Arrangement.

Special provisions

10. The Partner accepts the following specific provisions relating to this Arrangement, when applicable:

- **ADDITIONAL SPECIFIC PROVISION 1: Payments:** Payments related to project costs will be made by 3ie in accordance with costs specified in the proposed budget and pre agreed payment schedule. All payments related to project costs will be subject to satisfactory performance (including KPIs when agreed); financial and progress reports as detailed under paragraph 26; and timely meeting of due diligence recommendations as agreed with 3ie. Payments related to specific research projects will be paid upon successful delivery of deliverables specified in the Terms of Reference for individual projects, unless payments in advance explicitly agreed with 3ie. No costs related to research projects will be paid in advance of need. Those costs will need to be tracked, reported and claimed separately.
- **ADDITIONAL SPECIFIC PROVISION 2: Equality, Diversity and Inclusion:** The Partner shall develop and ensure a systematic approach to equality, diversity and inclusion in all projects funded under this agreement, including but not limited those of the Equality Act 2010, such as [Guidance for equality, diversity and inclusion – UKRI](#). In addition, all research funded under this Agreement will be designed and implemented on equitable research partnership principles such as [Equitable Partnerships Resource Hub | UKCDR](#).
- **ADDITIONAL SPECIFIC PROVISION 3: Open Access:** All research outputs funded under this agreement are required to be published in accordance with the [FCDO policy on Open Access](#) and the Partner will be responsible for ensuring full compliance with the policy. With the regard to data sets, the Partner will ensure that all research funded under this agreement includes a Data Access Statement (DAS) detailing where the data supporting the research results reported in a published output can be found and how it can be accessed, subject to confidentiality requirements and applicable data protection considerations.

Eligible expenditure

11. The funding amount is to be used solely for costs included as part of the budget agreed with 3ie for the delivery of the outputs and outcomes as set out in the Terms of Reference.

12. 3ie funding will not be used to meet the costs of any other expenditure, in particular the ineligible items set out in FCDO's [Eligible Cost Guidance for Accountable Grants](https://www.gov.uk/government/publications/dfid-accountable-grant-arrangement-budget-template-and-guidance) (<https://www.gov.uk/government/publications/dfid-accountable-grant-arrangement-budget-template-and-guidance>). This includes the following:

Explicitly ineligible across all budget categories:

- Activities which may lead to civil unrest
- Activities which discriminate against any group on the basis of age, gender reassignment, disability, race, colour, ethnicity, sex and sexual orientation, pregnancy and maternity, religion or belief
- Gifts
- Statutory fines, criminal fines, penalties and associated legal costs
- Payments for works or activities that are fully funded by other sources whether in cash or in kind, for example if premises are provided free of charge, 3ie will not contribute to a notional rent
- Activities in breach of EU legislation on State Aid
- Bad debts to related parties
- Payments for unfair dismissal and associated legal costs
- Replacement or refund of any funds lost to fraud, corruption, bribery, theft, terrorist financing or other misuse of funds
- Inflation or foreign exchange contingency
- Contingency or risk premium
- Costs incurred prior to a formal agreement being executed including those associated with preparing bid or grant proposals

Ineligible unless they are a specific requirement of this project and explicitly approved in writing in advance by 3ie, in which case they are eligible direct costs:

- Lobbying UK government, i.e. activities which aim to influence or attempt to influence Parliament, UK government or political activity, or UK legislative or regulatory action¹
- Activities which directly enable one part of government to challenge another on topics unrelated to the agreed purpose of the grant
- Petitioning UK Government for additional funding;
- Costs associated with fundraising, advocacy and campaigning, marketing and communications, policy, retainer fees, capital expenditure, land and bank charges

13. Additionally, funds will not be used, unless explicitly approved by 3ie in writing in advance, to meet the cost of any import, customs duties or any other taxes or similar charges applied by local Governments or by any local public authority.

Non-project attributable costs (NPAC)

14. The Partner will adhere to FCDO's Eligible Cost Guidance for Accountable Grants.

15. The Non-project Attributable Costs (NPAC) to be paid by 3ie for this project are as calculated in the agreed budget.

16. The maximum amount of NPAC payable under this arrangement will be calculated based on the final total of funds spent under this arrangement.

¹ This is an extract from [Grant Standards](#)

17. Any change to the budget, including NPAC, must be explicitly approved by 3ie in writing in advance. The Partner will inform 3ie of any significant changes to organisational overheads that may affect the NPAC.

18. The Partner will repay any surplus NPAC following a final reconciliation against total spend at the end of this project.

Digital spend

19. The UK government defines [digital spend](#) as any external-facing service provided through the internet to citizens, businesses, civil society or non-government organisations. This includes any spend on web-based or mobile information services, websites, knowledge or open data portals, transactional services such as cash transfers, web applications and mobile phone apps.

20. The Partner will ensure that all digital spend related to this Arrangement is carried out in a manner consistent with the [Principles for Digital Development](#).

21. The Partner and its Downstream Partner(s) will notify the 3ie of any proposed digital spend prior to carrying out any digital activities. 3ie will then engage the respective Partner or Downstream Partner to complete the [Digital Spend Proposition Form](#). The 3ie team will seek final approval from FCDO's Digital Team.

Disbursement and reporting

22. The funding amount approved is as per the Sterling (GBP) value, as at the date of signature of this Arrangement. 3ie's preferred currency for disbursements is in GBP. Where it is more efficient to pay in foreign currency, 3ie may do so, however, the funding amount will still be that approved in GBP as at the date of signature of this Arrangement. Budgets must be submitted in GBP with the stated exchange rate specified (including the date and the source of rate used if applicable).

23. The Partner is responsible for monitoring and managing any exchange rate fluctuations across the life of the project. Where significant exchange rate gains or losses are being accumulated the Participants will jointly decide how these are managed.

24. Where costs are incurred in foreign currency the Partner will use the exchange rate stated in OANDA (www.oanda.com) for the date on which the purchase was made or services acquired by the Partner, unless, by exception, explicitly approved in writing in advance.

25. In line with FCDO regulations, 3ie will not pay in advance of operational or commercial need and justification will be required for any payment prior to partner disbursement. Where a payment in advance is approved and the Partner is holding 3ie funds, prior to disbursement, funds should be held in a minimum risk interest bearing account. Any interest accruing from these investments will be re-invested within the project.

26. When requesting payment, the Partner will submit the financial utilisation report according to the template in [Annex 1](#). The Partner should provide detailed project financial reports that set out in both cash and resource terms actual expenditure to date against the approved project budget and quarterly forecast expenditure for FCDO's financial year (1 April-31 March) using templates provided by 3ie. Where payment in advance has been agreed, a copy of the Partner's justification and 3ie's agreement should be included with each payment request.

27. 3ie may, from time to time, request project financial reports for the calendar year in line with reporting requirements listed in Clause 31.
28. Payments will be made to the bank account details as registered with 3ie.
29. All outstanding claims must be submitted no later than three months after the Project End Date.
30. The Partner will reimburse 3ie any overpayment or erroneous payment made by 3ie within 30 days of receiving the written intimation from 3ie.
31. The Partner will provide 3ie with progress reports on the execution of this Arrangement that describe performance against deliverables as outlined in the Terms of Reference and, where possible, the associated receipt and utilisation of the resources used to deliver these. Continuation of this Arrangement after year one will be dependent upon satisfactory progress and value for money being achieved each previous year.

The key performance review points shall be as outlined in the Terms of Reference. A communication and reporting schedule will be agreed upon with 3ie the commencement of the commissioned research. This may include monthly and quarterly touch points on key areas such as delivery, financial management and risk. The review points may be adjusted in accordance with the requirements of the specific Terms of Reference for the commissioned research. Additional information may also be requested where deemed appropriate and necessary.

32. 3ie funds must be separately accounted for by the Partner and therefore readily identifiable at all times unless explicitly approved otherwise and in writing by 3ie.
33. As part of the regular reporting requirements outlined above, the Partner will provide inputs to the consortium reporting of a proportionate and meaningful assessment of how the specific needs of girls, women, boys and men are considered, and reflect to what extent women and girls have been included in design, implementation and monitoring.
34. The Partner will immediately notify 3ie of any delay, obstruction or event which interferes with or threatens to interfere with this Arrangement. This includes any delay, obstruction or event which damages or is capable of damaging the reputation or integrity of 3ie or that of the project.
35. The Partner will seek to ensure that beneficiary feedback is integrated in project design, mobilisation, delivery, monitoring, evaluation and annual review processes and takes account of the voices of both women and men. The Partner should work with, through and represent the diversity of communities in order to respond to their needs more effectively and strengthen accountability.

Due diligence

36. In utilising the resources, the Partner will exercise the same care in the discharge of its functions under this Arrangement as it exercises with respect to the administration and management of its own resources and affairs. The Partner will co-operate fully with any due diligence assessment by 3ie and its primary donor (FCDO) or its agents, of the Partner's own internal controls and system prior to or during the implementation of this Arrangement and take appropriate action on any recommendations arising. Due diligence assessments may be conducted every 3 years or earlier if there is a significant change to the Partner's procedures and controls or operating environment. A range of tools may be used to conduct the assessment and continuation of this Arrangement will be

dependent on 3ie being satisfied that the Partner has sufficient capacity and capability to deliver the project and manage 3ie funds.

37. In the case of engagement with any Downstream Partner, the Partner will undertake suitable due diligence and take the necessary steps prior to transferring 3ie funds and at regular intervals throughout the implementation to assess the internal controls and systems of any Downstream Partners. These assessments will be shared with 3ie, upon request and should determine, relative to project risk:

- the reliability, integrity and efficiency of the Downstream Partners' controls, systems and processes including compliance with applicable legislation, regulations, rules, policies and procedures;
- whether the Downstream Partner can successfully deliver the relevant outputs based on its processes, past experience and whether they have the sufficient staff capacity and capability available;
- the Downstream Partner's ability to correctly manage and account for aid monies and assets as well as its financial health; and
- where appropriate, whether the Downstream Partner has sufficient capacity and capability to properly monitor and control its implementing partners.

Delivery chain risk mapping

38. The Partner will maintain and provide to 3ie an up to date and accurate record of Downstream Partners in receipt of 3ie resources. This forms the basis of the delivery chain risk map which should demonstrate how funds flow from the initial source to end beneficiaries, and the risks and potential risks along the chain.

39. The delivery chain risk map should be updated regularly by the Partner and when there are material changes to the project risk assessment and/or to delivery partners in the chain. As a minimum the Partner will provide 3ie with an updated delivery risk map at the following intervals:

- within 60 days of the commencement of this Arrangement;
- annually, as part of the annual review Process; and
- at the end of the project, as part of the project completion review process

Audit and assurance

40. The Partner will within six months of the end of their financial year provide 3ie with independent assurance that 3ie funds have been used for the intended purposes. This includes for all financial years in which they receive and/or spend 3ie funds under this Arrangement even where the end of the financial year is beyond the life of this Arrangement. As per Annex 6, the Partner will provide, annual accounts audited by an independent and appropriately qualified auditor where 3ie project funding is clearly segregated from other funds.

41. The Partner will ensure that all goods and services financed either fully or in part from project funds will continue to be used for the purpose set out within this Arrangement. In the event of such goods or services being used for other purposes, the Partner must notify 3ie immediately and in writing and 3ie may seek to recover from the Partner the value of the goods and services concerned.

42. The Partner will retain all records associated with this Arrangement for a period of not less than 5 years after the end of this Arrangement.

Information and data protection obligations

43. The Partner acknowledges that 3ie is subject to the requirements of the Freedom of Information Act 2000, the Environmental Information Regulations 2004, the General Data Protection Regulation (GDPR) (EU) 2016/679, the Data Protection Act 2018 (DPA), subordinate legislation and guidance and codes of practice issued by the Information Commissioner and relevant Government Departments.

44. The Partner will assist and co-operate with 3ie to enable 3ie to comply with the information disclosure and data protection obligations of both parties.

45. Both parties will perform their obligations under this Arrangement in such a way as to protect the personal information of individuals.

46. The Partner will comply at all times with its obligations under the GDPR and DPA.

Transparency

47. The Partner will publish to the International Aid Transparency Initiative (IATI) standard on all its funding under this project within six months of the start of this Arrangement. 3ie expects the Partner to publish to the IATI standard on all its FCDO funding and for Downstream Partners to publish to the IATI standard on their funding. The intention of this commitment is to allow traceability throughout the delivery chain. For further advice please go to <https://www.gov.uk/government/publications/dfid-iati-guidelines>.

48. The Partner gives consent for this Arrangement (and any subsequent amendments) and associated funding information to be published on 3ie's and FCDO's website.

Responsibility

The Partner is solely accountable for compliance with the provisions of this Arrangement including where the Partner engages any Downstream Partner(s). The Partner will reflect the provisions of this Arrangement as necessary in any arrangement(s) with any Downstream Partner(s) to ensure both the Partner and Downstream Partner(s) are compliant with the provisions of this Arrangement.

49. 3ie will not be responsible for the activities of the Partner or any Downstream Partner(s) in connection to this Arrangement, nor will 3ie be responsible for any costs incurred by the Partner or its Downstream Partner(s) in terminating their engagement or the engagement of any other person, company or organisation.

50. The Partner will be accountable for the appropriate use of 3ie funds, management of risk and delivery of project outputs and outcomes, including any adverse effects of aid expenditure that have an undesired or unexpected result upon recipients including any adverse gender related impacts.

51. 3ie may at any time during, and up to five years after the termination of this Arrangement, conduct or arrange for additional investigations, audits, on-the-spot checks and inspections to be carried out, or ascertain additional information where 3ie considers it necessary. These may be carried out by 3ie or any of its duly authorised representatives or agents. Access will be granted, as required, to all sites and relevant records. The Partner will ensure that necessary information and access rights are explicitly included within all funding arrangements with its Downstream Partner(s).

Risk management

52. The Partner will develop and maintain an up to date risk register that, as a minimum, enables individual risks to be clearly identified, an assessment of their likelihood and impact, how they will be dealt with and escalated and who is responsible for monitoring and reporting on them.

53. The Partner will manage all risks in relation to this project unless otherwise approved as part of the risk register and in writing with 3ie. Where the Partner transfers risk to any Downstream Partner, the Partner will remain accountable to 3ie for the effective management of that risk.

Cyber security

54. Cyber security is the protection of systems, networks and data to prevent cybercrime. The Partner is responsible for managing cyber security risk under its own policies and procedures.

Procurement

55. The Partner will ensure that any procurement using project funds adheres to international best practice and applicable regulations, is transparent, fair and open and is designed to achieve value for money. Where the Partner does not have the skills or capacity to carry out high value procurement (>£100k), the procurement will be initiated in consultation with 3ie.

56. Records of all procurement activity including but not restricted to, costs, volumes, suppliers, value for money, savings and efficiencies must be kept by the Partner and made available to 3ie, upon request. 3ie reserves the right to assess the procurement capacity and capability of the Partner at any time.

Exclusivity Arrangements

57. The Partner will not include in any arrangement related to this project with any Downstream Partner(s) any provisions which limit Downstream Partner(s) from working directly with 3ie or any other organisation, except as required under paragraph 78 of this Arrangement.

Assets and inventory

58. 3ie considers equipment and supplies purchased in part or fully from project funds as project assets if they have a useful life of more than one year; and either (1) the purchase price or development cost of an individual asset is in excess of £500 or equivalent in local currency; or (2) is a group of lower value items that are mobile and considered attractive (e.g. mobile phones, cameras, laptops, tablets, satellite phones, vehicles, food, pharmaceutical products, relief packs, etc.) with a combined purchase price or development cost in excess of £500 or equivalent in local currency.

59. The Partner will establish and maintain an inventory of all such assets.

60. The Partner will ensure that a physical check of all assets takes place on at least an annual basis and submit to 3ie an up to date inventory using the template provided in [Annex 2: Inventory](#), providing confirmation of the checks, alongside the annual accounts. Where possible the Partner should undertake these checks directly.

61. The Partner will be accountable for the appropriate use and control of inventory items, in line with this Arrangement.

62. The Partner will manage the risk of assets being lost, stolen, damaged or destroyed under its own policies and procedures. 3ie expects the Partner to cover the cost of repairing or replacing lost,

stolen, damaged or destroyed assets and should make a risk-based decision on how best to do this. If the Partner decides to take out project specific commercial insurance to cover lost, stolen, damaged or destroyed assets, 3ie funds cannot be used to fund the premiums unless, by exception, explicitly approved in writing in advance.

63. 3ie will retain ultimate ownership of all assets, specifically project assets, financial assets and information assets, until ownership transfer or asset disposal is otherwise approved in writing by 3ie normally at the end of this Arrangement. The Partner should propose an appropriate disposal schedule to 3ie in writing no later than 14 days before the Project End Date.

Health, safety and security

64. The Partner is responsible for all security arrangements in relation to this Arrangement including the health, safety and security of any person employed or otherwise engaged as part of this Arrangement, including those employed or engaged by any Downstream Partners.

65. 3ie funds cannot be used to fund any project specific insurance premiums intended to cover medical expenses, injury or disablement, and death unless, by exception, explicitly approved by 3ie in writing in advance.

Communication and branding

66. The Partner will explicitly acknowledge 3ie's funding, in written and verbal communications about activities related to the funding, to the public or third parties, including in announcements, and through use, where appropriate, of FCDO's "UK aid – from the British people" logo ('UK aid logo') in accordance with FCDO standards for use of the UK aid logo, unless otherwise agreed in advance by 3ie and in all cases subject to security and safety considerations of the Partner.

67. The Partner will provide a visibility statement using the template provided in [Annex 3: UK Aid Visibility Statement](#) of how and when they will acknowledge funding for the project and where they will use the UK aid logo, which should be approved by 3ie prior to the Partner releasing any public communications. The Partner will include reference to this in its progress reports and annual reviews.

68. The Partner may use the UK aid logo in conjunction with other donor logos, and where the number of donors to a project is such as to make co-branding impractical, acknowledgement of funding from FCDO should be equal to that of other co-donors making contributions of equivalent amounts to the project.

Intellectual property

69. Intellectual property in all material (including, but not limited to, reports, data and designs, whether or not electronically stored) produced by the Partner or its personnel, members or representatives in the course of this Arrangement ("the Material") will be the property of the Partner.

70. In signing this Arrangement, the Partner hereby grants to 3ie and FCDO a worldwide, non-exclusive irrevocable and royalty-free licence to use all the Material, where "use" shall mean, without limitation, the reproduction, publication and sub-licence of all the Material and the intellectual property therein, including the reproduction and sale of the Material and products incorporating the same, for use by any person or for sale or other dealing anywhere in the world.

Conflict of interest

71. Neither the Partner nor any individual employed or contracted by the Partner shall engage in any personal, business or professional activity which conflicts or could conflict with any of their obligations in relation to this Arrangement.

Aid diversion

72. Aid Diversion is any event, including fraud, corruption, bribery, theft, terrorist financing, money laundering and other misuse of funds that prevents funds being directed to the aid outcomes or recipients intended.

73. The Participants will immediately and without undue delay inform each other of any event which interferes or threatens to materially interfere with this Arrangement, whether financed in full or in part by 3ie, including credible suspicions of, or actual Aid Diversion. The Partner should assess credibility based on the source of the allegation, the content, and the level of detail or evidence provided.

74. The Partner should immediately contact 3ie's Executive Director at fraudconcerns@3ieimpact.org. All information will be treated with the utmost confidentiality. Information can also be reported directly to the 3ie programme team managing where appropriate; this will be immediately passed on to 3ie's Executive Director.

75. The Participants have a zero-tolerance approach towards Aid Diversion, including any associated inappropriate behaviour. Both Participants will fully co-operate with investigations into such events, whether led by 3ie or the Partner.

76. Notwithstanding any provisions in this Arrangement or other contractual requirements, 3ie may recover from the Partner all or part of the funds paid under this Arrangement in the event of actual or suspected Aid Diversion.

77. Consistent with local and international legislation and applicable United Nations Security Council resolutions, the Participants are firmly committed to the international fight against terrorism. It is 3ie's policy to seek to ensure that none of its resources are used, directly or indirectly, to provide support to individuals or entities associated with terrorism and that 3ie staff and its programmes activity are compliant with counter terrorist financing legislation. In accordance with this policy, 3ie expects the Partner and all Downstream Partners to make themselves aware of, and comply with their obligations under the relevant counter terrorist financing legislation.

78. The Partner will seek to ensure that none of the funds or assets provided under this Arrangement are made available or used to provide support to individuals, groups or entities associated with terrorism including those named on the following lists as updated from time to time:

- **HM Treasury's Office of Financial Sanctions Implementation** – [Financial sanctions: consolidated list of targets](#)
- **UK Home Office** – [Proscribed terrorist groups or organisations](#)
- **European Union** – [Consolidated list of sanctions](#)
- **United Nations** – [United Nations Security Council Sanctions List](#)
- **World Bank** – [World Bank Listing of Ineligible Firms & Individuals](#)

Safeguarding for the prevention of sexual exploitation, abuse and harassment

79. The Participants have a zero tolerance for inaction approach to tackling sexual exploitation, abuse and sexual harassment ("SEAH") and agree the terms set out in Annex 4. This means the Partner, and its implementing partners, will take all reasonable and adequate steps to prevent SEAH

of any person linked to the delivery of this Memorandum by both its employees and any implementing partner and respond appropriately when reports of SEAH arise. The Partner will apply the IASC [Six Core Principles](#) relating to Sexual Exploitation and Abuse and will adhere to the IASC Minimum Operating Standards on PSEA and/or the Core Humanitarian Standard on Quality and Accountability.

80. When the Partner becomes aware of suspicions or complaints of SEAH, the Partner will take swift and appropriate action to stop harm occurring, investigate and report to relevant authorities (for criminal matters) when safe to do so and after considering the wishes of the survivor. The Partner will also promptly contact 3ie Senior Human Resource Manager at safeguardingconcerns@3ieimpact.org to report any allegation credible enough to warrant an investigation of SEAH related to this Memorandum. The Partner will promptly report to 3ie any allegation credible enough to warrant an investigation of SEAH that are not directly related to this Memorandum but would be of significant impact to the partnership with 3ie. It is understood and accepted that the Partner's arrangement to report on SEAH is subject to not compromising the safety, security, privacy and due process rights of any concerned person.

Termination and closure

81. To allow for final payments, this Arrangement will terminate six months after the Project End Date unless terminated earlier in accordance with the provisions in this Arrangement.

82. If 3ie is concerned that the provisions of this Arrangement have not been fulfilled by the Partner, or if any activities occur which will significantly impair the implementation or development value of the project, 3ie will discuss its concerns with the Partner in an attempt to resolve any issues. Following such negotiation, this Arrangement may be amended, suspended or terminated in accordance with the relevant provisions in this Arrangement.

83. This Arrangement can be terminated at any time by three months' written notice by either Participant. All unspent funds other than those irrevocably committed in good faith before receipt of a written notice of termination, in line with this Arrangement and approved between the Participants as being required to finalise activities, will be returned to 3ie within 30 days of the date of receipt of a written notice of termination.

84. Notwithstanding any provisions in this Arrangement or other contractual requirements, 3ie may suspend or terminate this Arrangement with immediate effect, in preference to the standard notice period, and at its discretion may recover all or part of the funds paid under this Arrangement if any of the following occur:

- a) The Partner directly or through its Downstream Partners either repeatedly fails to comply with, or is in material breach of, any of the provisions of this Arrangement or any other 3ie arrangement or contract whether currently or previously in place;
- b) The Partner, or any Downstream Partner, at any time during this Arrangement goes into liquidation, administration or other similar process, is dissolved or enters into any arrangements with its creditors;
- c) The Partner or any Downstream Partner, without the prior consent of 3ie in writing, assigns or transfers, or purports to assign or transfer, or causes to be assigned or transferred, any interest in this Arrangement or any part, share or interest therein;

- d) There is a change in identity or character of the Partner (such assessment to be made at 3ie's sole discretion) or that of any Downstream Partner including, but not limited to, through the take-over, merger, change of ownership or control;
- e) In the event that the project ceases to be pursued for any reason other than by way of successful completion;
- f) The Partner or any Downstream Partner uses the funds provided under this Arrangement or any other 3ie funds for any purpose other than the purpose provided for;
- g) An event occurs which materially affects, or has the potential to materially affect, the performance of the Partner's obligations as part of this Arrangement;
- h) In the event of actual or suspected Aid Diversion;
- i) In the event of actual or suspected sexual exploitation, abuse or harassment;
- j) An event occurs which damages, or is capable of damaging, the reputation or integrity of 3ie or that of the project to which this Arrangement relates.

85. The Partner will return any surplus NPAC and unspent funds remaining at the end of this Arrangement within 14 days of receiving an intimation from 3ie, unless otherwise agreed by 3ie in writing.

Confidentiality

86. The Partner and 3ie shall respect the confidentiality of information expressly provided by each of them as "confidential", "restricted", or "in confidence" and identified as such in writing. The Partner and 3ie shall not disclose such information to any third party without first obtaining the written consent of the other party. 3ie and the Partner recognize, however, that (i) either of them may be required by law or government regulation to disclose such information and, therefore, the confidentiality of information cannot be guaranteed, and (ii) information that is in the public domain or is received independently by a party will not be considered confidential.

87. The Partner shall comply with all applicable laws in connection with the performance of its activities under the Project, including but not limited to all applicable rules, policies and procedures governing the use of human subjects in research and privacy and data protection laws. In particular, the Partner shall take all necessary steps to ensure that it complies with all data confidentiality and data protection requirements under applicable laws, including the Partner's national laws.

Governing Law & Jurisdiction

88. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, United States of America applicable to agreements made and to be performed entirely within such State, Without regard to such State's conflict of laws rules or principles.

Dispute Resolution

89. Both parties shall make every effort to resolve amicably by informal negotiation any disagreement, dispute, controversy, or claim arising between them under or in connection with this Agreement, the interpretation hereof, or any breach or alleged breach hereof (each a "Dispute"). In doing so, the parties shall be guided primarily by the specific terms of this Agreement and their common

interest in promoting the research funded by the Grant and shall act in good faith in a spirit of goodwill, partnership, and cooperation.

90. Any Dispute that has not been resolved by the parties after [90 days] of amicable negotiations as provided in paragraph 61 may be submitted by either party to be settled by arbitration in Washington, District of Columbia, United States of America, or other location agreed to by the parties, in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Any decision made pursuant to such arbitration will be binding on the parties and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. As part of the arbitration award, the prevailing party may be entitled to recover from the losing party all the prevailing party's costs, including attorneys' fees.

Force Majeure and Termination

91. If the performance of the Partner and the obligations under this Arrangement are delayed, hindered or prevented by an event or events beyond reasonable control of the Partner and for which reasonable precautions could not be implemented, the Partner shall immediately notify 3ie in writing, specifying the nature of the force majeure incident and the anticipated delay in carrying out the duties under this Arrangement.

92. Upon the date of receipt of the notice given, in accordance with clause 83, 3ie may, at its sole discretion, either suspend this Arrangement for up to a period of 30 days ("the Suspension Period") or terminate this Arrangement with immediate effect.

93. If by the end of the Suspension Period, the Parties have declined to extend the Suspension Period or to reinstate the obligations of this Arrangement, this Arrangement shall terminate automatically.

Signature

94. This Arrangement places on record the understanding of the Participants and comes into operation on the date of signature below.

Signed on behalf of 3ie

Name:	
Position:	
Address/Contact Details:	
Date:	

Signed on behalf of the Partner:

Name:	
Position:	
Address/Contact Details:	
Date:	

ANNEX 1: FINANCIAL UTILISATION TEMPLATE

Link to sample template: [Financial Utilization Template- v. RCC Jan 24 \(1\).xlsx](#)

SAMPLE

ANNEX 2: INVENTORY

Project Name: {Project Name}

Project Number: {Project Number}

3ie considers any equipment and/or supplies purchased in part or fully from project funds as project assets if they have a useful life of more than one year; and either (1) the purchase price or development cost of the asset is in excess of £500 or equivalent in local currency; or (2) is a group of lower value items (e.g. pharmaceutical products, food, relief packs, etc.) where the combined value is in excess of £500 or equivalent in local currency; or (3) can be considered an attractive item regardless of cost (e.g. mobile phones, cameras, laptops, tablets, satellite phones, vehicles, etc.).

Item no.	Serial no.	Date of purchase (dd/mm/yy)	Description (Make and Model)	Purchase value (£)	Location	Responsible person	Anticipated years of life	Disposal date (dd/mm/yy)	Reason for disposal (if applicable)

On behalf of **{PARTNER NAME}** I certify that this inventory is up to date and correct following a physical check on all project assets. The physical check commenced on **{XX Month 20XX}** and was completed on **{XX Month 20XX}**. I have the authority to sign this on behalf of **{PARTNER NAME}**.

Signature:	
Name:	
Job Title:	
Date:	

ANNEX 3: UK AID VISIBILITY STATEMENT

As part of this Arrangement, the Partner will acknowledge funding from the UK government, in written materials and verbal statements and through use of the UK aid logo on project assets. Please refer to the UK aid branding guidance for further information on how to acknowledge funding from the UK government. By completing and signing this statement the Partner agrees to fulfil these requirements.

As part of the reporting requirements for this Arrangement, the Partner may be asked to provide evidence of the branding in use, including photographs of the logo in the field and examples of communications materials. Branding Guidance and details of how to access the UK aid logo files can be found here: <https://www.gov.uk/government/publications/uk-aid-standards-for-using-the-logo>

Partner Name	{PARTNER NAME}
Project Number	{PROJECT NUMBER}
Project Title	{PROJECT TITLE}
Project Description	{PROJECT DESCRIPTION}
Please list the assets that will be delivered by the project that will carry the UK aid logo or acknowledgement of UK aid funding	
<i>List <u>all</u> assets including physical items and supplies, and other non-physical items that will be delivered as part of the project e.g. annual reports, research reports, press releases, websites, other communication or event materials (refer to Sections 5 & 6 of the branding guidance for more information on where UK aid branding should / should not appear)</i>	
Please list the assets that will be delivered by the project that will not carry the UK aid logo or acknowledgement and explain clearly why these items will not carry UK aid branding	
<i>All exceptions require approval by the Head of Department of the team in whose portfolio the programme sits and a record of this approval, e.g. an email, should be kept along with the programme documentation (refer to Section 6 of the UK aid branding guidance for more information on branding exceptions)</i>	

Declaration

I understand that no UK aid funds may be used to procure any promotional communications goods or activities that do not have a direct impact on the successful delivery of this project or serve to increase the transparency of funding. By signing this statement, the Partner agrees to fulfil the commitments stated above.

{PARTNER NAME} Representative:

Name: _____

Job title: _____

Signature: _____

Date: _____

Agreed by 3ie Representative:

Name: _____

Job title: _____

Signature: _____

Date: _____

ANNEX 4 – JOINT DONOR LANGUAGE ON SEAH

1. The Participants have a zero tolerance for inaction approach to tackling sexual exploitation, abuse and harassment (“SEAH”).² This means the Partner, and its implementing partners, will take all reasonable and adequate steps to prevent SEAH of any person linked to the delivery of this Memorandum by both its employees and any implementing partner and respond appropriately when reports of SEAH arise. The Partner must apply the IASC Six Core Principles Relating to Sexual Exploitation and Abuse and the following principles and practices when implementing this programme and provide evidence to demonstrate this where required:

- a) Adherence to the IASC-Minimum Operation Standards and/or SEA elements of the Core Humanitarian Standard on Quality and Accountability;
- b) A survivor-centred approach³ to SEAH issues;
- c) Strong leadership and signalling on tackling SEAH;
- d) Make all reasonable and adequate efforts to address gender inequality and other power imbalances;
- e) Robust reporting to enhance accountability and transparency;
- f) Ensure that SEAH standards from this arrangement are reflected in funding templates with implementing partners, [for UN entities: by means such as, but not limited to, adherence to the United Nations Protocol on Allegations of Sexual Exploitation and Abuse Involving Implementing Partners.]

2. The Partner will adhere to the following reporting requirements:

- a. The Partner will promptly contact through written notice to reportingconcerns@fcdo.gov.uk to report any allegation credible enough to warrant an investigation of SEAH related to this Memorandum.
- b. The Partner should also promptly report to reportingconcerns@fcdo.gov.uk any allegation credible enough to warrant an investigation of SEAH that are not directly related to this Memorandum but would be of significant impact to the partnership.
- c. [For UN entities] The Partner will report all allegation credible enough to warrant an investigation of sexual exploitation and abuse and, where relevant, the action taken, with regard to its governance and operations, regardless of the relation to this memorandum, to the Secretary-General’s public reporting mechanism on SEA.

3. The report, as referred to in paragraph 2.a and 2.b, will indicate: [agreement/arrangement number], nature of the alleged misconduct, date of alleged misconduct, date of first report to Partner, location [as/if specified by [donor]], involvement of implementing partner, state of affairs concerning the investigation and the action that will be taken by the Partner, and whether the case is referred to law enforcement. The organisation will provide updates on the status of the

² See UNGA Resolution A/RES/73/148 for the definition of sexual harassment and UNSG Bulletin ST/SGB/2003/13 for the definition of sexual exploitation and abuse. Both definitions are included in the DAC Recommendation on Ending Sexual Exploitation, Abuse, and Harassment in Development Co-operation and Humanitarian Assistance: Key Pillars of Prevention and Response.

³ A survivor-centred approach is one for which the survivor’s dignity, experiences, considerations, needs, and resiliencies are placed at the centre of the process, from the initial program design to investigating and responding to potential incidents. Consistent with the [UN Protocol on Allegations of SEA Involving Implementing Partners](#), the survivor should be informed, participate in the decision-making process, and provide consent on the possible use and disclosure of their information. Those interacting with the survivor and/or handling information regarding the allegation must maintain confidentiality, ensure safety of the survivor, and apply survivor-centred principles which are safety, confidentiality, respect, and non-discrimination. When the survivor is a child, the approach must consider the best interests of the child and engage with the family/caregivers as appropriate. Staff and partners should comply with host country and local child welfare and protection legislation and international standards, whichever gives greater protection.

case. The notice will be given in writing and delivered to the point of contact mentioned in paragraph 2.a and 2.b.

4. It is understood and accepted that the Partner's arrangement to report on SEAH is subject to not compromising the safety, security, privacy and due process rights of any concerned persons.

5. When the Partner becomes aware of suspicions or complaints of SEAH, the Partner will take swift and appropriate action to stop harm occurring, investigate and report to relevant authorities (for criminal matters) when safe to do so and after considering the wishes of the survivor.

6. The donor or any of its duly authorised representatives may at all times carry out reviews, evaluations or other control measures to verify the Partner's zero tolerance for SEAH. The Partner shall fully cooperate with the donor or any of its duly authorized representatives or agents to carry out such control measures.

ANNEX 5: REFER TO CALL FOR PROPOSAL

SAMPLE

ANNEX 6: Audit Discharge

The Partner will provide to 3ie, within six months of the end of its financial year, independent assurance that 3ie funds have been used for the intended purposes by submitting **[SELECT AS APPROPRIATE]:**

{annual accounts audited by an independent and appropriately qualified auditor where 3ie project funding is clearly segregated from other funds.}

OR

{a statement showing 3ie project funding that is certified by an independent and appropriately qualified auditor. Accompanied by the Partner's annual audited accounts.}

Certification

I certify that this claim is correct and that the sum requested is properly due on the basis of the information provided, project outputs and outcomes and on the work carried out or future work plans. I confirm that receipt of this payment will not result in double funding of the work carried out or future activities. I have the authority to sign this on behalf of **[partner name]**.

Signature:	
Date:	
Name:	
Job title:	
Address & Contact Details:	